

**AMENDMENT NUMBER 2**  
**CONTRACT NO. DIR-TSO-2621**  
**BETWEEN**  
**THE STATE OF TEXAS, DEPARTMENT OF INFORMATION RESOURCES**  
**AND**  
**CENTURYLINK COMMUNICATIONS, LLC**

This Amendment Number 2 to Contract Number DIR-TSO-2621 ("Contract") is between the Department of Information Resources ("DIR") and CenturyLink Communications, LLC ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 2. Term of Contract,** is hereby amended as follows:

The term of this Contract is extended for one (1) year through June 18, 2017. Prior to the expiration date of the term, DIR and Vendor may extend the Contract upon mutual agreement, for up to the remaining one (1) additional one-year term.

2. **Appendix A, Standard Terms and Conditions for Services Contracts dated 02/04/15,** is hereby replaced in its entirety with **Appendix A, Standard Terms and Conditions for Services Contracts dated 04/20/2016,** except where previous authorized exceptions to Appendix A were allowed and documented as part of the Contract. In such cases, the previously authorized exceptions shall be applied to the portions of the new Appendix A that are comparable to those in the earlier Appendix A for which they were written, and this without regard for the numbering or lettering associated with any of the documents. Applied in such manner, the exceptions shall remain in full force and effect until such time the contract expires or is terminated.
3. **Authorized Exceptions to Appendix A, Standard Terms and Conditions for Services Contracts.**

- A. Section 8, Vendor Responsibilities, A. Indemnification, 2. Acts and Omissions,** is hereby replaced in its entirety:

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any wrongful acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. Vendor's ultimate financial responsibility will be limited to the percentage of fault finally attributed to Vendor. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE

CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

**B. Section 8, Vendor Responsibilities, K. Limitation of Liability,** is hereby replaced in its entirety:

For any claim or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's aggregate liability for damages of any kind under the Contract other than for claims for third party patent, trademark or copyright infringement ("IP Claims") shall be limited to the lesser of: (A) thirty-six times the average monthly amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action; or (B) \$20,000,000. Vendor's aggregate liability under the Contract for IP Claims shall not exceed \$15,000,000. CUSTOMERS SHOULD EVALUATE THEIR RISK FOR EACH PURCHASE: IF NEEDED, CUSTOMERS MAY NEGOTIATE HIGHER LIMITATIONS OF LIABILITY.

All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be this Amendment Number 2, Amendment Number 1, and then Contract DIR-TSO-2621.

**{remainder of this page left intentionally blank}**

**IN WITNESS WHEREOF**, the parties hereby execute this Amendment Number 2 to be effective upon the date of the last signature but in all events, not later than June 18, 2016.

**CenturyLink Communications, LLC**

**Authorized By:** Signature on File

**Name:** Constantine N. Gartelos

**Title:** Manager Offer Management

**Date:** 06/20/2016

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** Signature on File

**Name:** Dale Richardson

**Title:** Chief Operations Officer

**Date:** 06/23/2016

**Office of General Counsel:** DBrown 6/22/2016